



## I. General information and scope of application

1. CHS Container Handel GmbH, CHS Spezialcontainer - Shelter and Engineering GmbH, CHS Südcon GmbH shall hereinafter also be jointly referred to as "CHS Container Group".
2. These General Terms and Conditions of Purchase (hereinafter referred to as "Terms and Conditions of Purchase") shall apply to all business relationships of the CHS Container Group that involve the purchase of goods or services by one or more companies of the CHS Container Group. The business partners of the individual companies of the CHS Container Group shall hereinafter uniformly be referred to as "Supplier" or "Suppliers", irrespective of whether a contract has already been concluded or a pre-contractual relationship of trust has been established.
3. Our Terms and Conditions of Purchase shall apply exclusively; we do not recognize any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Purchase, unless we expressly agree to the application of such conflicting or deviating terms in writing. Our Terms and Conditions of Purchase shall also apply if we accept the Supplier's delivery or service (hereinafter referred to as "delivery" or "deliveries") without reservation although we know that the Supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
4. We are entitled to make subsequent adjustments to these Terms and Conditions of Purchase in current contracts. The adjustment shall only become effective once the Supplier has agreed to the adjustment or its consent is deemed to have been given in accordance with the following provisions. We shall notify the Supplier of the new Terms and Conditions of Purchase in text form no later than two months before the date on which they are to take effect and shall, at the same time, inform the Supplier of the amended clauses. Consent to the application of the new Terms and Conditions of Purchase shall be deemed to have been given if the Supplier has not given notice of its refusal prior to the proposed date on which the new terms and conditions of purchase are to enter into effect. We will specifically point out this approval effect to the Supplier in our notification.
5. Our Terms and Conditions of Purchase shall also apply exclusively to all future contracts with the Supplier within the scope of the business relationships existing between the Supplier and us.
6. Individual agreements made with the Supplier in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions of Purchase. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

## II. Offer, contractual documents and provided items

1. Our orders are subject to change and non-binding; we may revoke them at any time until written acceptance by the Supplier. This does not apply if we have designated the order as a binding firm order.
2. The Supplier shall submit offers to us without this entailing any obligations for us and free of charge. In the offer, the Supplier must adhere to the specifications of our inquiry or tender. If the declaration of acceptance or a letter of confirmation from the Supplier contains deviations from or additional conditions to the inquiry, tender or order, the Supplier must clearly indicate them. Such deviations require our written confirmation to become effective.



3. If the Supplier does not accept an order from us within two weeks, the offer contained in the order shall expire. Delayed acceptance constitutes a new offer by the Supplier that we can accept within four weeks after we have received the delayed acceptance.
4. Upon conclusion of the contract, the Supplier shall at the same time undertake to submit to us without delay a certificate of exemption within the meaning of the German Income Tax Act.
5. We reserve all property rights and copyrights to illustrations, drawings, calculations and other documents (hereinafter referred to as "documents"), even if they have been prepared by Suppliers according to our specifications. The Supplier may use the documents exclusively for the execution of the contract; after the execution of the contract, the documents must be returned to us without request and free of charge or be permanently deleted. The Supplier must not make the documents available to third parties; in addition, the Supplier must take the necessary steps to prevent any inadmissible disclosure of the documents; this continues to apply after the termination of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the documents has become generally known.
6. Items provided by us shall be processed on our behalf and shall remain our property at every stage of processing. The same shall apply if the delivered items are further processed by us, so that we shall be deemed to be the manufacturer and so that we shall acquire ownership of the delivered items in accordance with the statutory provisions upon the further processing of the delivered items, at the latest. If items are processed together with other items that do not belong to us, we shall be entitled to co-ownership of the newly produced item in the ratio of the value of our contribution to the value of all items used in the production and to the Supplier's expenses for their processing. In this case, the Supplier shall store the items for us free of charge. The same shall apply if our ownership is lost as a result of the mixing or combination of items.

### **III. Delivery item**

1. The Supplier shall deliver items in commercial quality, brand-new condition and packaged appropriately depending on the respective product and deliver them on time to the agreed place of receipt/use. If and to the extent that no further requirements are specified in the order, the Supplier warrants that the delivery will be made in the quality customary in the trade and – where applicable DIN, VDE, VDI or equivalent standards exist – also in accordance with these standards.
2. In the case of contracts that (also) include software and consulting services as well as in the case of amendments to such contracts, the Supplier shall immediately agree with us on specifications which describe the deliveries to be made by the Supplier in detail. Prior to the conclusion of the contract, contractual parties shall clarify whether the respective specifications are to be prepared by the Supplier before or after the conclusion of the contract.
3. If software has been specially developed for us, the Supplier undertakes to hand over the program documents, in particular the source code.
4. The Supplier shall without undue delay transfer to us the ownership rights and any existing industrial property rights to the items delivered to us for the respective delivery item. At the time of the delivery, already, the Supplier must transfer to us - as far as there are no mandatory legal standards to the contrary - an exclusive right of use which corresponds to and enables the contractually required use of the delivery item.
5. The goods must be properly and commercially packaged and labeled for their protection. The Supplier is obliged to transport the goods to the place of performance at its own expense and to take out transport insurance for the goods at its own expense, provided that such insurance can be taken out for the goods to be delivered in a manner customary in the trade. At our

- request, the Supplier shall be obliged to accept or collect the packaging material free of charge.
6. Regardless of whether the Supplier transports the goods itself, hires a third party to transport the goods or whether, by way of exception, we take care of the transport ourselves, the risk shall only be transferred once the goods have been unloaded and accepted at the place of delivery.
  7. If our employees support the person in charge of the transport or the Supplier during loading or unloading without the loading or unloading being part of our contractual obligations, our employees shall only act as auxiliary person in charge of the transport or the Supplier. Any liability on our part for damage caused by loading or unloading shall be excluded, except in cases of intent or gross negligence and for damage to life, limb or health.
  8. Ownership shall be transferred to us upon the handover of the goods. The Supplier shall not be entitled to any retention of title unless expressly agreed otherwise with the Supplier.

#### **IV. Prices and terms of payment**

1. The price stated in the order is binding and shall, unless expressly agreed otherwise with the Supplier, include free delivery to the agreed place of receipt/use "DDP" (INCOTERMS 2020).
2. The statutory value added tax is included in the price. The prices shall also include the remuneration for all deliveries assigned to the Supplier (including necessary certificates, drawings, assessments, etc. in the agreed language).
3. Any additional services are only to be remunerated by us if we have expressly agreed these services with the Supplier before the start of the work. Unless agreed otherwise, all prices are fixed prices without escalator clause in EURO. Subsequent price changes are excluded.
4. Invoices are not to be enclosed with the delivery, but must be submitted to us separately in duplicate. We can only process invoices if they specify – in accordance with the specifications in our order – the order and PO number, delivery quantity and delivery address shown in our order. The Supplier must show the value added tax at the statutory rate applicable at the time of delivery separately on its invoice. If this information is missing, incorrect or incomplete, the invoice amount shall not be due for payment. The Supplier is responsible for all consequences arising from non-compliance with this obligation, unless it can prove that it is not responsible for them.
5. The Supplier undertakes to include in all invoices, in addition to the VAT identification number, the tax number provided to it by its competent tax office in a clearly visible manner.
6. Unless expressly agreed otherwise with the Supplier, we shall pay the purchase price after the delivery and the receipt of the invoice at our discretion within 14 calendar days with a 3% discount or within 30 calendar days in the net amount.

#### **V. Delivery, transport insurance and contractual penalty**

1. The delivery time stated in the order or in our order confirmation is binding. Unless expressly agreed otherwise with the Supplier, the Supplier must make the delivery in accordance with "DDP" (INCOTERMS 2020).
2. We are not obliged to accept partial, excess or short deliveries that have not been agreed. The specified dimensions and weights, as they appear when the goods are received shall be decisive.
3. On the day when the delivery is shipped, the Supplier must send us a single copy of the shipment notification stating our order number, shipment quantity and the exact description of the goods. Each shipment shall be accompanied by a packing slip in neutral form that contains the same information as the shipment notification. If the packing slip is missing, we shall be entitled to refuse acceptance of the shipment at the Supplier's expense or to invoice

the Supplier for the additional expenditure incurred by us as a result. We are not responsible for delays in processing.

4. The Supplier is obliged to inform us without undue delay in writing if circumstances arise or become apparent to it due to which the delivery time cannot be met.
5. In addition to the terms and conditions of delivery pursuant to clause V, item 1, the Supplier shall be obliged to take out transport insurance at its own expense.
6. If the delivery time is exceeded, the Supplier shall pay us a contractual penalty of 0.3% of the agreed price of the delayed delivery for each calendar day that the Supplier is in default, however not more than 5% of the agreed price of the delayed delivery. We may assert the reservation of the contractual penalty until the final payment has been made.  
Furthermore, we reserve the right to assert all rights and claims to which we are entitled by law in case of a delay on the part of the Supplier. A forfeited contractual penalty shall be offset against a claim for damages if the contractual penalty and the claim for damages protect the same interest.
7. Cases of force majeure (unforeseen circumstances and events for which we are not responsible and which we could not have avoided even with the diligence of a prudent businessman, e.g. industrial disputes, war, fire, transport obstacles, shortage of raw materials, official measures, pandemics (including the COVID-19 pandemic), natural disasters or lockouts) which make acceptance impossible for us shall entitle us to postpone acceptance accordingly and default in acceptance shall be excluded in such cases. If the impediment lasts longer than three months, the Supplier shall, after setting a reasonable grace period, be entitled to withdraw from the contract with regard to the part that has not yet been fulfilled. Our right to withdraw from the contract is governed by the statutory provisions.
8. The Supplier shall only be entitled to offsetting if its counterclaims have been legally established or are undisputed. This restriction also applies to the Supplier's assertion of rights of retention and rights to refuse performance.

## **VI. Production and final inspection, inspection for defects and warranty**

1. We reserve the right to inspect the quality of the material used by the Supplier, the measurement and quantity accuracy of the manufactured parts as well as the compliance with other regulations at the Supplier's factory during production and prior to delivery. The Supplier hereby irrevocably permits us to enter its business and storage premises without hindrance for the purpose of the aforementioned inspection. In the case of manufacturing and/or machining orders, the Supplier shall be responsible for the defect-free manufacture and the selection of the manufacturing/machining process. It is responsible for the selection of material and/or the process.
2. We also reserve the right to carry out a final inspection of the completed delivery and service item in the Supplier's factory ourselves or through a third party commissioned by us. Clause VI. point 1 shall apply mutatis mutandis. The costs of such inspections - with the exception of the costs for the personnel seconded by us - shall be borne by the Supplier. However, delivery to the agreed place of receipt/use shall continue to be decisive for the commencement of limitation periods and periods for giving notice of defects as well as for the passing of risk.
3. If we provide parts or materials or if we issue specifications with regard to materials and/or manufacturing/processing methods, the Supplier shall inform us in writing without delay - if possible already before the start of the work - if it has any doubts about the intended type of execution (also with regard to safeguarding against the risk of accidents), about the suitability or quality of the materials or components supplied by us or about the performance of other contractors. In such cases, the Supplier may only execute the order if we expressly adhere to the specifications in writing despite the Supplier's written notice. In the event of a breach of the aforementioned obligations, the Supplier may not invoke the aforementioned

circumstances. Furthermore, the Supplier shall compensate us for all damages resulting from the breach of the aforementioned obligations, unless the Supplier is not responsible for the breach of obligation.

4. The Supplier is obliged to carry out appropriate quality inspections of the delivered goods and to maintain a documented quality management system in accordance with the latest state of science and technology. The results of the quality inspection shall be documented in writing. We shall be entitled to demand inspection of the quality inspection records at any time. Furthermore, the Supplier is obliged to carry out material tests, trial runs and the production of "zero series" to a reasonable extent.
5. If we are obliged by law to inspect the delivery received, we shall notify the Supplier without undue delay in writing of any obvious defects in the delivery as soon as they are discovered in the ordinary course of business. The notification is still without undue delay if we send it at the latest within 10 calendar days after receipt of the delivery by us. Hidden defects shall be deemed to have been notified in good time if we send notification within 10 calendar days of discovery of the defect.
6. We shall be entitled to the statutory defect claims and rights in full; in any case, we shall be entitled to demand that the Supplier, at our discretion, either rectify the defect or deliver a new item free of defects.
7. The Supplier shall bear all expenses incurred in connection with the determination of the defect and the rectification of the defect, in particular examination and testing costs, removal and installation costs, packaging costs, transport costs, travel costs, labor costs, material costs, downtime costs and conversion costs. This also applies if the costs are incurred by us. The Supplier shall bear the costs, in particular for the inspection, even if there was actually no defect, unless the notification of defects by us was grossly negligent or intentional. The Supplier shall bear the risk and costs for any necessary return shipment. The Supplier shall provide the same warranty for delivered replacement parts and rectification work as for the object of the goods.
8. If the Supplier fails to meet its obligations under the liability for defects within a reasonable period set by us, we may take the necessary measures ourselves or have them taken by third parties at its expense and risk. We shall also be entitled to this right if it is not possible for us to extend the Supplier a period of grace due to particular urgency; in this case we shall inform the Supplier of this before remedying the defect.
9. The limitation period for claims due to defects - irrespective of the legal grounds - is 36 months from delivery or performance. This period shall also apply if claims are not related to a defect. Longer statutory limitation periods shall remain unaffected, as shall the provisions on the commencement of the limitation period, the tolling of the running of the limitation period, the tolling and the recommencement of limitation periods.

## **VII. Our liability for damages**

1. Our liability for damages, irrespective of the legal grounds, in particular also from impossibility, breach of obligations during contractual negotiations or tort, shall be limited in accordance with this clause VII.
2. We shall be liable without limitation under the Product Liability Act, in the event of fraudulent concealment of a defect, for damages arising from injury to life, limb or health, in the event of intent or insofar as we have assumed a guarantee. In the event of gross negligence, our liability shall be limited to the foreseeable damage typical for the contract.
3. In the event of a merely negligent breach of material rights or obligations arising from the content and purpose of the contract, our liability shall also be limited to the foreseeable damage typical for the contract.
4. Except in the cases mentioned in clause VII. item 2 and item 3, we shall not be liable for damage caused by simple negligence.

5. Insofar as our liability for damages is excluded or limited, this shall also apply with regard to personal liability for damages on the part of our employees, staff and representatives.

## **VIII. Product liability, indemnification and liability insurance cover**

1. If a claim is raised against us on the basis of domestic or foreign product liability regulations, the Supplier shall be obliged to indemnify us on first demand against claims for compensation by third parties, to the extent that the Supplier is responsible for the product defect giving rise to the liability. The Supplier shall mark delivered items in such a way that they are permanently recognizable as its products. The statutory provisions on joint and several debtor compensation shall remain unaffected.
2. Within the scope of its liability within the meaning of clause IX. item 1, the Supplier is also obliged to reimburse any expenses, e.g. pursuant to Sections 683, 670 of the German Civil Code (BGB) or pursuant to Sections 830, 840, 426 BGB, which result from or in connection with a recall action carried out by us. We will inform the Supplier about the content and scope of the recall measures to be carried out - as far as possible and reasonable for us - and give it the opportunity to comment. We also reserve the right to assert all rights and claims to which we are entitled under the law on account of a product defect in the delivery.
3. The Supplier undertakes to maintain product liability insurance, which also includes the costs of any recall action, with a sum insured of EUR 10 million per personal injury/property damage - lump sum - for the duration of this contract, but at least until the respective expiry of the warranty period for the delivery. The Supplier is obliged to provide us with evidence of the conclusion of the insurance policy without being asked to do so. At our request, the Supplier shall also provide us with evidence of the existence of the insurance and the payment of the premiums. If we are entitled to further claims for damages, these shall remain unaffected.

## **IX. Assumption of procurement risk**

The Supplier shall be responsible for the procurement of the supplies and services required for the delivery/service (full assumption of the procurement risk).

## **X. Intellectual property rights and antitrust violations**

1. The Supplier warrants that no rights of third parties within the Federal Republic of Germany, countries in which the Supplier manufactures or has the delivery item or parts thereof manufactured, and countries of which the Supplier was aware that we distribute the purchased products there, are infringed by or in connection with its delivery.
2. If claims are asserted against us by a third party due to an infringement of an intellectual property right within the meaning of clause X. item 1, the Supplier shall be obliged to indemnify us from these claims upon first written request. In such a case, we shall also be entitled to obtain the necessary approval from the holder of the right at the Supplier's expense if and insofar as the Supplier does not procure this for us within a reasonable period of time set by us and the costs for this would not exceed the claims to be borne by the Supplier in accordance with clause X. item 1. The foregoing shall not apply if the part of the delivery item infringing the third-party right originates from us or was provided by us.
3. The Supplier's obligation to indemnify us shall also apply to all expenses necessarily incurred by us as a result of or in connection with claims asserted by a third party and the defense against such claims.
4. If the Supplier, or a company affiliated with it within the meaning of Sections 15 et seqq. of the German Stock Corporation Act (AktG), in connection with the goods to be delivered to us, participates in agreements between companies, resolutions of associations of companies

or concerted practices which violate applicable antitrust or competition law regulations (hereinafter also referred to as "antitrust violation") and if the antitrust violation has been established by a legally binding official or judicial decision, the Supplier shall pay us 10% of the net invoice amount of the scope of performance affected by this antitrust violation as liquidated damages. This obligation shall continue to apply even in the event of termination or performance of the contract. Furthermore, we reserve all rights and claims to which we are entitled due to the antitrust violation.

## **XI. Data protection, compliance, security and confidentiality**

1. We are entitled to store the data relating to our Supplier in computerized form and to process and use this data for our operational purposes in accordance with the statutory provisions.
2. The Supplier must strictly comply with our security instructions and, in the case of classified orders (classified information), with the Manual for the Protection of Secrets in the Economy of the Federal Ministry for Economic Affairs and Energy in its currently valid version.
3. The Supplier undertakes to comply with the respective statutory regulations on the treatment of employees, environmental protection and occupational safety and to work to reduce adverse effects on people and the environment in its activities. For this purpose, the Supplier shall set up and further develop a management system within the scope of its possibilities. Furthermore, the Supplier will observe the principles of the UN Global Compact Initiative. These essentially concern the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination in respect of employment and occupation, environmental responsibility and the prevention of corruption. Further information on the UN Global Compact Initiative is available at [www.unglobalcompact.org](http://www.unglobalcompact.org).
4. The Supplier is obliged to pay its employees appropriately and punctually. In particular, it is obliged to pay its employees any applicable statutory minimum wage (e.g. in accordance with the Act on the Regulation of a General Minimum Wage (*Gesetz zur Regelung eines allgemeinen Mindestlohns - MiLoG*) of 11 August 2014 (Federal Law Gazette I p.1348) or any deviating country-specific regulations).
5. The Supplier shall use the necessary resources (in particular materials, energy and water) effectively and minimize the environmental impact (in particular waste, waste water, air and noise pollution). This also applies to the logistics/transport effort.

## **XII. Spare parts**

1. The Supplier is obliged to keep spare parts for the products delivered to us in stock for a period of at least five years after delivery.
2. If the Supplier intends to discontinue the production of spare parts for the products delivered to us, it will inform us immediately after the decision on the discontinuation.

## **XIII. Place of jurisdiction, place of performance and applicable law**

1. If the Supplier is a merchant, a legal entity under public law or a special fund under public law, Bremen shall be the exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship between CHS Container Handel GmbH or CHS Spezialcontainer - Shelter and Engineering GmbH and the Supplier; this shall also apply to associated transactions in which CHS Container Handel GmbH and or CHS Spezialcontainer - Shelter and Engineering GmbH are involved in addition to CHS Südcon GmbH.

2. If the Supplier is a merchant, a legal entity under public law or a special fund under public law, Munich shall be the exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship between CHS Südcon GmbH and the Supplier.
3. Paragraphs 1 and 2 shall also apply even if the Supplier does not have a general place of jurisdiction in Germany or relocates its place of residence or habitual abode abroad after conclusion of the contract or if its place of residence or habitual abode is unknown at the time the action is brought. However, we reserve the right to sue the Supplier at its general place of jurisdiction.
4. Unless we have expressly agreed otherwise with the Supplier, the place of performance for all deliveries/services to be provided by the Supplier shall be the agreed place of receipt/use.
5. The law of the Federal Republic of Germany shall apply. The law of the Federal Republic of Germany shall also be applicable for the interpretation of this contract. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

#### **XIV. Final provisions**

1. Should individual provisions of the contract concluded between us and the Supplier be or become invalid or void, this shall not affect the validity of the remainder of the contract. The invalid or void provision shall be deemed to be replaced by such provision which comes closest to the economic sense and purpose of the invalid or void provision in a legally effective manner. The above provision shall apply mutatis mutandis in the event of regulatory gaps.
2. Should individual clauses of these General Terms and Conditions of Purchase be or become invalid, Sections 306 paragraph 1 and paragraph 2 BGB shall apply, in derogation from the provisions of clause XIV item 1.
3. The Supplier is not entitled to assign the claims against us to third parties. Section 354a of the German Commercial Code (HGB) remains unaffected by this provision. The Supplier is also not entitled to transfer the contract or parts thereof to third parties without our prior express consent.
4. No action by us, other than an express waiver, shall constitute a waiver of any right we have under the contract, these Conditions of Purchase or the law. Any delay in exercising our rights shall not be deemed a waiver of the right concerned. A single waiver of a right shall not be deemed to be a waiver of that right on any other occasion.
5. All contracts as well as amendments or supplements thereto must be made in text form. Oral agreements shall only be effective if confirmed in text form by the CHS Container Group company concerned. This also applies to this text form clause.

(valid as of February 2021)